



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Jasper-Troupsburg Central School District and Jasper-Troupsburg Educational Support Personnel Association (2003)**

Employer Name: **Jasper-Troupsburg Central School District**

Union: **Jasper-Troupsburg Educational Support Personnel Association**

Local:

Effective Date: **07/01/03**

Expiration Date: **06/30/06**

Number of Pages: **43**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

5368_06302006

Jasper-Troupsburg Central School
District And Educational Support
Personnel Assn

SD
GEN

AGREEMENT

BETWEEN

THE SUPERINTENDENT OF SCHOOLS

JASPER-TROUPSBURG CENTRAL SCHOOL DISTRICT

AND

**THE JASPER-TROUPSBURG EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

July 1, 2003 – June 30, 2006

RECEIVED

DEC 01 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

47

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	1
§ 1.1 Recognition: unit defined	1
ARTICLE 2 – DEFINITIONS	1
§ 2.1 Definitions	1
§ 2.2 Gender and number	1
ARTICLE 3 – PAYROLL DEDUCTION	2
§ 3.1 Association dues deduction	2
§ 3.2 Other payroll deductions	2
§ 3.3 Agency fee	2
ARTICLE 4 – COMPENSATION	2
§ 4.1 2003-2004, 2004-2005, 2005-2006 salary schedules	2
§ 4.2 Salary schedule step placement and first movement for new hires	2
§ 4.3 Pay periods	3
§ 4.4 Overtime	3
§ 4.5 Stipends	3
§ 4.6 Minimum compensation for bus drivers	3
§ 4.7 Extra-trip rate	3
§ 4.8 Internal substitute bus driver rate	4
§ 4.9 Bus driver's and monitor's certification	4
§ 4.10 Out-of-title pay	4
§ 4.11 Payment for CDL license	4
ARTICLE 5 – RETIREMENT INCENTIVE	5
§ 5.1 Salary payment	5
§ 5.2 Eligibility requirements	5
ARTICLE 6 – SICK LEAVE	5
§ 6.1 Allocation; accumulation	5
§ 6.2 Verification of illness	5
§ 6.3 Illness in immediate family; immediate family defined	5
§ 6.4 Payment for excess sick leave days	5
ARTICLE 7 – SICK LEAVE BANK	6
§ 7.1 Bank established	6
§ 7.2 Bank committee	6
§ 7.3 Membership; donations	6
§ 7.4 Borrowing	6
§ 7.5 Repayment	6
ARTICLE 8 – PERSONAL LEAVE	7
§ 8.1 Allocation; accumulation	7

§ 8.2	Procedure.....	7
§ 8.3	Limitations	7
ARTICLE 9 – BEREAVEMENT LEAVE.....		7
§ 9.1	Death in immediate family	7
ARTICLE 10 – PARENTAL LEAVE		7
§10.1	Purpose; length of leave.....	7
§10.2	Return from leave.....	7
ARTICLE 11 – HEALTH LEAVE		8
§11.1	Purpose; length of leave.....	8
§11.2	Physician’s statement.....	8
§11.3	Return from leave.....	8
ARTICLE 12 – UNPAID LEAVE OF ABSENCE.....		8
§12.1	Length of leave; notification	8
ARTICLE 13 – JURY DUTY		8
§13.1	Jury duty pay	8
ARTICLE 14 – CONFERENCES.....		8
§14.1	Attendance.....	8
§14.2	Limitations	9
§14.3	Expenses.....	9
ARTICLE 15 – HEALTH INSURANCE		9
§15.1	Eligibility.....	9
§15.2	Premium payment	9
§15.3	Health insurance plan.....	9
§15.4	Payment in lieu of coverage.....	9
§15.5	Plan document.....	10
§15.6	Maintenance of benefits.....	10
§15.7	Health insurance upon retirement	10
§15.8	Confidentiality.....	11
§15.9	Participation while on unpaid leave of absence	11
ARTICLE 16 – FLEXIBLE BENEFIT PLAN.....		11
§16.1	Plan created	11
§16.2	Administration of plan	11
§16.3	Participation	11
§16.4	Plan document.....	11
ARTICLE 17 – PERSONNEL FILES		11
§17.1	Access.....	11
§17.2	Right to respond	12
§17.3	Negative material	12
§17.4	Performance data.....	12

ARTICLE 18 – HOLIDAYS	12
§18.1 <u>Eligibility</u>	12
§18.2 <u>Weekend holidays</u>	12
ARTICLE 19 – VACATIONS	12
§19.1 <u>Eligibility; allocation</u>	12
§19.2 <u>Procedure</u>	13
§19.3 <u>Accumulation</u>	13
§19.4 <u>Payment for unused vacation days</u>	13
ARTICLE 20 – PROBATIONARY EMPLOYEES	13
§20.1 <u>Probationary period</u>	13
§20.2 <u>Discipline and discharge</u>	13
ARTICLE 21 – EVALUATION	13
§21.1 <u>Evaluation schedule</u>	13
ARTICLE 22 – WORKING CONDITIONS	14
§22.1 <u>Workday and workweek</u>	14
§22.2 <u>Scheduling of time and hours</u>	15
§22.3 <u>Emergency closing days</u>	15
§22.4 <u>Extra-trip bid list</u>	15
§22.5 <u>Bus routes</u>	16
§22.6 <u>Substitute work</u>	16
§22.7 <u>Job openings</u>	16
ARTICLE 23 – SENIORITY	17
§23.1 <u>Seniority defined</u>	17
§23.2 <u>Layoff; reduction in hours</u>	17
§23.3 <u>Recall rights</u>	17
§23.4 <u>Vacancies</u>	17
ARTICLE 24 – DISCIPLINE AND DISCHARGE	17
§24.1 <u>Permanent competitive class employees</u>	18
§24.2 <u>Noncompetitive and labor class employees</u>	18
§24.3 <u>Election of remedies</u>	18
§24.4 <u>Just cause</u>	18
§24.5 <u>Imposition of discipline</u>	18
ARTICLE 25 – GRIEVANCE PROCEDURE	19
§25.1 <u>Purpose</u>	19
§25.2 <u>Definitions</u>	19
§25.3 <u>General provisions</u>	19
§25.4 <u>Time limits</u>	20
§25.5 <u>Stage one</u>	20
§25.6 <u>Stage two</u>	20
§25.7 <u>Stage three</u>	20

§25.8	Arbitration	21
ARTICLE 26 – RIGHT TO REPRESENTATION		21
§26.1	Representation ensured; procedure	21
ARTICLE 27 – ASSOCIATION PRIVILEGES		21
§27.1	Use of building facilities	21
§27.2	Use of mail facilities	22
§27.3	Association leave days	22
§27.4	Copies of agreement	22
ARTICLE 28 – GENERAL PROVISIONS		22
§28.1	Supersession	22
§28.2	Inclusiveness of agreement	22
§28.3	Supremacy of agreement	22
ARTICLE 29 – LEGISLATIVE APPROVAL		22
§29.1	Section 204-a of the Public Employees' Fair Employment Act	22
ARTICLE 30 – DURATION		23
§30.1	Negotiations for successor agreement	23
§30.2	Term of agreement	23
MEMORANDA OF UNDERSTANDING		25
APPENDIX A		28
<u>Salary Schedules</u>		28
<u>Assistant Cafeteria Manager</u>		29
<u>Bus Driver</u>		30
<u>Bus Mechanic</u>		31
<u>Cafeteria Manager</u>		32
<u>Cashier</u>		33
<u>Cleaner and Cleaner-Monitor</u>		34
<u>Custodian</u>		35
<u>Food Service Helper and Study Hall Monitor</u>		36
<u>Laborer</u>		37
<u>Maintenance Mechanic</u>		38
<u>Teacher Aide</u>		39

ARTICLE 1 – RECOGNITION

Sec.

1.1 Recognition; unit defined

§ 1.1 Recognition: unit defined. The Jasper-Troupsburg Central School District recognizes the Jasper-Troupsburg Educational Support Personnel Association as the exclusive bargaining agent for a unit consisting of all noninstructional employees, but excluding the head bus driver-mechanic, the secretary to the superintendent of schools, the secretary to the principal of the elementary school, the secretary to the principal of the junior-senior high school, the school district clerk, the school district treasurer, the school tax collector, and all substitute noninstructional employees.

ARTICLE 2 – DEFINITIONS

Sec.

2.1 Definitions

Sec.

2.2 Gender and number

§ 2.1 Definitions. As used in this agreement:

(a) The term *Association* means the Jasper-Troupsburg Educational Support Personnel Association.

(b) The term *Board* means the Board of Education of the Jasper-Troupsburg Central School District.

(c) The term *District* means the Jasper-Troupsburg Central School District.

(d) The term *Superintendent* means the Superintendent of Schools of the Jasper-Troupsburg Central School District.

(e) The term *employee* means any person in the bargaining unit represented by the Jasper-Troupsburg Educational Support Personnel Association.

§ 2.2 Gender and number. Whenever the context so requires, the use of words in this agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include the singular. Words, whether they be in the masculine, feminine or neuter gender, shall be construed to include all of the said genders unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 3 – PAYROLL DEDUCTION

Sec.	Sec.
3.1 Association dues deduction	3.3 Agency fee
3.2 Other payroll deductions	

§ 3.1 Association dues deduction. The District shall deduct dues from the salaries of its employees exclusively for the Association as said employees individually and voluntarily authorize the District to deduct. Dues deduction will be made from an employee's check for an amount stipulated by the Association. The District shall transmit the monies promptly after each deduction to the Association. Authorizations shall be in writing in the form set forth by the Association and approved by the District and shall remain in effect until revoked in writing by an employee. In the event of revocation, the Association shall receive a copy of the written notice.

§ 3.2 Other payroll deductions. Upon receipt of a proper payroll deduction authorization form, the District shall deduct from the salary of an employee deductions for the credit union and retirement contributions and/or loans, tax sheltered accounts and United States Savings Bonds. The standard form shall be used in each case.

§ 3.3 Agency fee. An employee who chooses not to join the Association shall have deductions made from his salary in an amount equivalent to the dues levied by the Association. Said monies shall be deducted from an employee's salary and transmitted to the Association as described in section 3.1 of this article.

ARTICLE 4 – COMPENSATION

Sec.	Sec.
4.1 2003-2004, 2004-2005, 2005-2006 salary schedules	4.7 Extra-trip rate
4.2 Salary schedule step placement for new hires	4.8 Internal substitute bus driver rate
4.3 Pay periods	4.9 Bus driver's and monitor's certification
4.4 Overtime	4.10 Out-of-title pay
4.5 Stipends	4.11 Payment for CDL license
4.6 Minimum compensation for bus drivers	

§ 4.1 2003-2004, 2004-2005, 2005-2006 salary schedules. The 2003-04, 2004-05, 2005-06 salary schedules for all job titles are set forth in Appendix A.

§ 4.2 Salary schedule step placement and first movement for new hires. A newly hired employee shall be placed on step on the appropriate salary schedule. After he has been placed on a salary schedule, he shall have his first salary step movement determined by his date of hire as follows:

(a) A twelve-month employee who is hired between July first and December thirty-first shall advance one step on the appropriate salary schedule on July first of the fiscal year next succeeding the fiscal year in which he was hired.

(b) A twelve-month employee who is hired between January first and June thirtieth shall advance one step on the appropriate salary schedule on July first of the second fiscal year next succeeding the fiscal year in which he was hired.

(c) A ten-month employee who is hired between July first and January thirty-first shall advance one step on the appropriate salary schedule on September first of the fiscal year next succeeding the fiscal year in which he was hired.

(d) A ten-month employee who is hired between February first and June thirtieth shall advance one step on the appropriate salary schedule on September first of the second fiscal year next succeeding the fiscal year in which he was hired.

§ 4.3 Pay periods. Ten-month employees shall have the option of selecting either twenty-one or twenty-five pay periods.

§ 4.4 Overtime. Payment for overtime work or compensatory time off in lieu of payment for overtime work for all employees shall conform to the requirements of the Fair Labor Standards Act. Overtime work must have the approval of the Superintendent or his designee.

§ 4.5 Stipends.

(a) A cleaner who is assigned night shift responsibilities for one hundred eighty days of night shift work scheduled between September first and June thirtieth shall be paid an annual stipend of one thousand five hundred dollars (\$1,500.00).

(b) Employees who work night shifts will be paid a twenty-five cent per hour bonus. The provisions of this subdivision do not apply to the cleaner who receives a stipend pursuant to the provisions of subdivision (a) of this section of this article.

(c) Employees who have completed twenty-five years' District service will be paid a fifteen cent per hour bonus beginning with the twenty-sixth year of employment.

§ 4.6 Minimum compensation for bus drivers. Bus drivers who drive both a regular morning and a regular afternoon run shall be compensated for a minimum of three hours per day. For the purpose of this section, morning and afternoon shuttle runs are .58 hours.

§ 4.7 Extra-trip rate.

(a) Except as provided in subdivision (b) of this section, the extra-trip rate shall be eleven dollars (\$11.00) an hour. Effective July 1, 2004, the extra-trip rate shall be eleven dollars fifty cents (\$11.50) an hour.

(b) When a bus driver drives an extra trip that starts before the end of his regular workday, he shall be paid his regular hourly rate until the end of his regular workday, after which he shall be paid the extra-trip rate.

§ 4.8 Internal substitute bus driver rate.

(a) The term *internal substitute bus driver* means a bus driver who substitutes for another bus driver on the latter's regularly scheduled bus run.

(b) When a bus driver substitutes for another bus driver before the end of the former's regular workday, he shall be paid his regular hourly rate until the end of his regular workday, after which he shall be paid the board-established hourly substitute bus driver rate.

§ 4.9 Bus driver's and monitor's certification.

(a) Bus drivers and monitors who attend the two-hour course required each year for continuing certification will be paid the extra-trip rate for attendance at the course; provided however, that payment will be only for that part of attendance that is outside an employee's regular workday.

(b) Bus drivers and monitors who take the required thirty-hour certification course shall receive mileage reimbursement and the extra-trip rate for attendance at the course.

(c) Any required training that takes place after a bus driver's or monitor's regular work hours will be paid at the extra-trip rate.

§ 4.10 Out-of-title pay.

(a) When an employee is assigned to work out of title, he will be paid one and ten one-hundredths (1.10) times his regular hourly rate for each higher level of job classification above his normal classification.

(b) An employee will be eligible for out-of-title pay only after he has worked one hour in the higher classification. Pay will be retroactive to the first hour that an employee has worked out of title.

(c) Nothing contained in this section shall be construed to entitle an employee to out-of-title pay for substitute work performed pursuant to the provisions of section 22.6 of article twenty-two of this agreement.

§ 4.11 Payment for CDL license. A bus driver who holds a CDL Class P license will be paid twenty dollars (\$20.00) each year to help offset the cost of the license.

ARTICLE 5 – RETIREMENT INCENTIVE

Sec.

5.1 Salary payment

Sec.

5.2 Eligibility requirements

§ 5.1 Salary payment. An employee who retires and meets the eligibility requirements set forth in section 5.2 of this article shall be paid a lump-sum payment equal to fifty percent of his annual salary. The payment to the employee shall be made within sixty days of the effective date of retirement.

§ 5.2 Eligibility requirements. In order to be eligible for a retirement incentive, an employee must have worked in the District or the pre-merger districts at least ten years and retire the school year he becomes first eligible. The term *first eligible* means an employee's normal retirement age under the rules and regulations of the New York State Employees' Retirement System.

ARTICLE 6 – SICK LEAVE

Sec.

6.1 Allocation; accumulation

6.2 Verification of illness

6.3 Illness in immediate family; immediate family defined

Sec.

6.4 Payment for excess sick leave days

§ 6.1 Allocation; accumulation. Each employee shall receive ten days' sick leave per year. An employee who terminates his employment before the end of the fiscal year and who has used all of his accumulated sick leave or more than on sick day per month worked in the current fiscal year shall have a salary deduction based on a prorated amount of the months not worked. Unused sick days will be accumulated up to a maximum of two hundred. Each employee shall receive, together with his annual salary notice, a statement of his accumulated sick leave days and any personal leave days which have been credited to sick leave as provided in section 8.1 of article eight of this agreement.

§ 6.2 Verification of illness. When an employee is absent from work for a period of five or more days due to personal illness, the Superintendent may request a physician's statement verifying the need for the extended absence.

§ 6.3 Illness in immediate family; immediate family defined. Up to ten sick leave days per year may be used for illness in the immediate family. The term *immediate family* means an employee's spouse, dependents, parents, and sons and daughters not at home or a relative residing in the employee's household.

§ 6.4 Payment for excess sick leave days. An Association member who has unused sick leave days in excess of 200 will be paid sixty dollars (\$60) per day up to 15 days. Payment will be made as a lump sum at the end of the school year.

ARTICLE 7 – SICK LEAVE BANK

Sec.		Sec.	
7.1	Bank established	7.4	Membership; donations
7.2	Bank committee	7.5	Borrowing
7.3	Bank maximum	7.6	Repayment

§ 7.1 Bank established. In an effort to reduce the hardship experienced by an employee who is absent due to personal illness or an accident, the District and the Association agree to establish a sick leave bank.

§ 7.2 Bank committee. The bank shall be administered by a committee consisting of two members appointed by the Association and the Superintendent.

§ 7.3 Membership; donations.

(a) The bank shall be established by seeking the voluntary donation of three days from an employee's accumulated sick leave. Only those employees donating the three days shall be eligible for benefits from the bank. Participating employees will continue to donate three days per year until a maximum of one hundred fifty days has been reached. Notwithstanding anything contained herein to the contrary, the number of days in the sick leave bank as of July 1, 1987 will consist of the total days in each of the banks from the pre-merger districts.

(b) If the bank has reached its maximum, an employee who is new to the District shall be eligible to join. In each such case, the maximum established in subdivision (a) of this section may be exceeded to the extent necessary to permit a new employee to join.

(c) If bank usage reduces the number of days below the one hundred fifty day level, participating employees will donate necessary days, up to a maximum of three per employee per year, until the one hundred fifty leave days are reached.

§ 7.4 Borrowing. No employee will be entitled to apply to or receive days from the bank unless all his current and accumulated sick leave days have been exhausted, acceptable medical evidence is provided and the employee has contributed to the bank.

§ 7.5 Repayment.

(a) An employee who has received days from the bank shall pay back the days at a rate of one half the number of sick days granted per year until all borrowed days are paid back.

(b) If an employee leaves the District and still owes days to the bank, he will repay the District an amount equal to each day owed at the per diem salary rate in effect at the time the leave was borrowed. Such payment will either be deducted from the employee's last check or made directly by the employee.

(c) An employee who has received days from the bank and subsequently dies, takes a disability retirement, or is on permanent worker's compensation shall not be required to pay back any borrowed days.

ARTICLE 8 – PERSONAL LEAVE

Sec.	Sec.
8.1 Allocation; accumulation	8.3 Limitations
8.2 Procedure	

§ 8.1 Allocation; accumulation. Five days of personal leave will be granted to each employee per year. Unused personal leave days will be added to an employee's accumulated sick leave per year.

§ 8.2 Procedure. Notification of intent to use personal leave must be given at least three days in advance except in an emergency.

§ 8.3 Limitations. Personal leave may not be used to extend a vacation or holiday.

ARTICLE 9 – BEREAVEMENT LEAVE

Sec.
9.1 Death in immediate family

§ 9.1 Death in immediate family. An employee shall be entitled to three days' bereavement leave for a death in his or her spouse's immediate family. The term *immediate family* means an employee's spouse, child, parent, step-parent, sibling, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or other relative who, just before his death, lived in an employee's household.

ARTICLE 10 – PARENTAL LEAVE

Sec.	Sec.
10.1 Purpose; length of leave	10.2 Return from leave

§10.1 Purpose; length of leave. A leave of absence, without pay, shall be granted upon written request for the purpose of caring for an employee's infant or legally adopted child as required by the federal Family and Medical Leave Act. The duration of the leave shall not exceed one year.

§10.2 Return from leave. Upon return from leave, an employee will be restored to the same or an equivalent position. An employee who wishes to return before the expiration of a leave may do so upon presentation of a physician's written consent, with sixty days' notice before resumption of duties.

ARTICLE 11 – HEALTH LEAVE

Sec.

11.1 Purpose; length of leave

11.2 Physician's statement

Sec.

11.3 Return from leave

§11.1 Purpose; length of leave. An employee who for reasons of health is advised by his physician to refrain from work may be granted up to one year of leave without pay upon request as required by the federal Family and Medical Leave Act.

§11.2 Physician's statement. A physician's statement shall be required both at the commencement and close of a health leave.

§11.3 Return from leave. Upon return from leave, an employee shall be restored to the same or equivalent position. An employee shall request to return to work at least thirty days before returning.

ARTICLE 12 – UNPAID LEAVE OF ABSENCE

Sec.

12.1 Length of leave; notification

§12.1 Length of leave; notification. A full-time employee may be granted an unpaid leave of absence not to exceed one year, provided that he makes a written request at least thirty days before the beginning of the leave.

ARTICLE 13 – JURY DUTY

Sec.

13.1 Jury duty pay

§13.1 Jury duty pay. An employee shall be entitled to time off without loss of pay or benefits for jury duty. The employee shall remit any compensation received for jury duty to the District, with the exception of reimbursement for mileage.

ARTICLE 14 – CONFERENCES

Sec.

14.1 Attendance

14.2 Limitations

Sec.

14.3 Expenses

§14.1 Attendance. With permission of the Superintendent, an employee shall have the privilege of attending one professional conference or visitation per year in his own or a related field. Such days are not to be deducted from any leave accumulation set forth in this agreement and shall be kept separate from any days designated as Superintendent's conference days.

§14.2 Limitations. No more than two employees may have the same days at a professional conference and no employee may have more than two consecutive workdays. Additional days may be granted beyond the days specified herein at the discretion of the Superintendent.

§14.3 Expenses. Employees will submit an estimate of expenses to the Superintendent when requesting conference leave. If approved, the District will reimburse an employee for reasonable expenses based on the estimate.

ARTICLE 15 – HEALTH INSURANCE

Sec.		Sec.	
15.1	Eligibility	15.6	Maintenance of benefits
15.2	Premium payment	15.7	Health insurance upon retirement
15.3	Health insurance plan	15.8	Confidentiality
15.4	Payment in lieu of coverage	15.9	Participation while on unpaid leave of absence
15.5	Plan document		

§15.1 Eligibility.

(a) An employee who works a minimum of twenty hours per week is eligible for health insurance.

(b) Effective July 1, 2001, bus drivers who do not qualify for health insurance coverage as provided in subdivision (a) of this section shall be paid a stipend of one thousand dollars (\$1,000.00) provided they work at least fifteen hours per week.

(c) Notwithstanding the provisions of subdivision (a) of this section, an employee who works less than twenty hours per week shall be eligible to participate in the District-sponsored health insurance program provided that he pays the appropriate premium.

§15.2 Premium payment. Effective July 1, 2001, the District will pay ninety percent of the premium for either an individual or a family plan for an employee who qualifies for District-paid health care coverage.

§15.3 Health insurance plan. The health insurance plan shall be the Steuben Area Schools Employees' Benefit Plan (Plan).

§15.4 Payment in lieu of coverage.

(a) An employee eligible for health care coverage who elects not to participate in the Plan shall receive an annual payment of one thousand five hundred dollars (\$1,500.00) in lieu of insurance, provided that he completes a waiver of health care coverage form and supplies the District with proof of health care coverage elsewhere. If ten or more employees select the payment in lieu of coverage, the annual payment shall be two thousand dollars (\$2,000.00).

(b) The annual payment shall be made at the end of the work year in the form of a voucher, with said payment to be in lieu of insurance.

(c) An employee who terminates his services before the end of the work year shall have his annual payment prorated.

(d) An employee who re-enters the Plan once he has elected to receive the annual payment shall have his payment prorated.

§15.5 Plan document. The Plan document is incorporated by reference.

§15.6 Maintenance of benefits. There shall be no loss of benefits, coverage or enrollment eligibility to any employee as a result of the change to the Plan. Notwithstanding the foregoing, the Association agrees that, effective upon the ratification of this agreement, or as soon thereafter as possible, the Plan will be amended as follows:

(a) Effective July 1, 2005, the Plan will include the prescription co-payment option adopted by the Plan Trustees that provides for a prescription co-payment as follows:

- (1) Generic drugs: Five dollars (\$5.00)
- (2) Preferred brand drugs: Fifteen dollars (\$15.00)
- (3) Non-preferred brand drugs: Forty dollars (\$40.00)

(b) An alternative treatment procedure will be implemented.

(c) Mandatory pre-certification for in-patient hospitalization will be required.

(d) A two-party check payment system for in-patient hospital charges shall be implemented.

§15.7 Health insurance upon retirement.

(a) The District will pay seventy-five percent of the cost of the District-sponsored health care program for an employee who retires, provided the employee has worked in the District, or the pre-merger districts, for a minimum of ten years, and would be eligible to received an undiminished pension from the New York State and Local Employees' Retirement System (except for years of service) and retires.

(b) When a retired employee who was hired before July 1, 2000 is eligible for Medicare, the District will reimburse the retiree, and where applicable the retiree's spouse, for the part B Medicare premium. In no event shall the premium paid by the District plus the part B Medicare reimbursement exceed one hundred percent of the applicable premium for the health insurance.

(c) If the spouse of a deceased employee remarries, the benefits received by the remarried spouse will continue if said spouse pays fifty percent of the premium.

§15.8 Confidentiality. All data obtained by the Plan administrator with respect to insurance claims shall be considered confidential and shall be disbursed to persons involved or connected with the Plan strictly on a need-to-know basis. Such information shall be utilized for no other purpose than is necessary for the administration of the Plan and the payment of claims. No data with respect to an individual's insurance claim shall be released to a third party without the express, written consent of the employee affected. Any health data obtained by the Plan may not be used to discipline or dismiss an employee.

§15.9 Participation while on unpaid leave of absence. An employee who is on an unpaid leave of absence may continue to participate in the Plan by paying the appropriate premium.

ARTICLE 16 – FLEXIBLE BENEFIT PLAN

Sec.	Sec.
16.1 Plan created	16.3 Participation
16.2 Administration of plan	16.4 Plan document

§16.1 Plan created. An Internal Revenue Code section one hundred twenty-five flexible benefit plan is hereby created.

§16.2 Administration of plan. Payments under the plan shall be made by a third-party administrator selected by the District and the Association. The District shall pay the costs for the administration of the plan.

§16.3 Participation.

(a) An employee may elect a voluntary salary reduction for contributions to the plan.

(b) On the first day of the account plan year (September 1, 2004), the District will make an annual contribution to the unreimbursed medical expense account portion of those support staff members who participate in the health care plan as follows:

- (1) Individual coverage: One hundred dollars (\$100)
- (2) Family coverage: Two hundred dollars (\$200)

§16.4 Plan document. The plan document is incorporated by reference.

ARTICLE 17 – PERSONNEL FILES

Sec.	Sec.
17.1 Access	17.3 Negative material
17.2 Right to respond	17.4 Performance data

§17.1 Access. An employee will have the right upon request to review the contents of his personnel file and to make copies of any documents in it with exception of pre-hire documents.

An employee will be entitled to have a representative of the Association accompany him during such review.

§17.2 Right to respond. An employee may submit a written answer to any materials in his personnel file within ten school days and his answer shall be reviewed by the administrator and attached to the file copy.

§17.3 Negative material. No material derogatory to an employee's conduct, service, character or personality will be placed in his personnel file unless he has had knowledge that he has had an opportunity to review the material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.

§17.4 Performance data. All data related to an employee's performance shall be contained in his personnel file.

ARTICLE 18 – HOLIDAYS

Sec.	Sec.
18.1 Eligibility	18.2 Weekend holidays

§18.1 Eligibility. Twelve-month employees are entitled to the following paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day (School Calendar)	Veterans Day
Good Friday	Thanksgiving Day and the day after
Memorial Day	Christmas Day and the day after
Independence Day	One floating holiday when school is not in session

§18.2 Weekend holidays. If any holiday described in section 18.1 of this article falls on a weekend, it shall be observed on the Friday or Monday closer to the holiday.

ARTICLE 19 – VACATIONS

Sec.	Sec.
19.1 Eligibility; allocation	19.4 Payment for unused vacation days
19.2 Procedure	
19.3 Accumulation	

§19.1 Eligibility; allocation. Twelve-month employees will be entitled to vacation as follows:

After one year of employment	Ten days
After five years of employment	Fifteen days

After ten years of employment	Fifteen days, plus one additional day for each year of employment beyond ten years up to a total of twenty days
After twenty years of employment	Twenty-five days

§19.2 Procedure.

- (a) Vacation time must be requested in writing and approved by the District.
- (b) Employees are encouraged to take vacation time when school is not in session in blocks of at least five days. A shorter block of time may be taken when it is convenient for the District and the employee.
- (c) If an employee intends to use twenty vacation days at any one time, at least sixty days' prior written notice must be given and the time approved by the District.

§19.3 Accumulation. Unused vacation time may be accumulated up to a total of twenty-five (25) working days, including the current year's allotment.

§19.4 Payment for unused vacation days. The District will pay for unused vacation days at the substitute rate for an employee's position at the end of the fiscal year.

ARTICLE 20 – PROBATIONARY EMPLOYEES

Sec.	Sec.
20.1 Probationary period	20.2 Discipline and discharge

§20.1 Probationary period. All newly hired or promoted employees in a non-competitive civil service classification shall be placed on a probationary status for ninety days.

§20.2 Discipline and discharge. During the probationary period, an employee may be disciplined or discharged at the sole discretion of the District. Discipline or discharge during the probationary period shall not be subject to the provisions of the grievance procedure or any other legal forum.

ARTICLE 21 – EVALUATION

Sec.
21.1 Evaluation schedule

§21.1 Evaluation schedule.

- (a) Probationary employees will be evaluated twice during their ninety-day probationary period.

- (b) Permanent employees will be evaluated at least once each fiscal year.
- (c) An employee's supervisor will review an evaluation with the employee. The employee will be given a copy of the evaluation.
- (d) An employee may respond in writing to an evaluation.
- (e) An employee must sign his evaluation. His signature merely acknowledges that he has had an opportunity to respond to the evaluation and that he has received a copy of the evaluation. The signature does not mean that the employee agrees or disagrees with the contents of the evaluation.
- (f) An employee's evaluation and any written response thereto will be placed in his personnel file.

ARTICLE 22 – WORKING CONDITIONS

Sec.		Sec.	
22.1	Workday and workweek	22.5	Bus routes
22.2	Scheduling of time and hours	22.6	Substitute work
22.3	Emergency closing days	22.7	Job openings
22.4	Extra-trip bid list		

§22.1 Workday and workweek.

- (a) Except as otherwise hereinafter provided, an employee shall work a twelve-month schedule.
- (b) Food service helpers, cashiers, bus drivers and teacher aides shall work one hundred and eighty days between September first and June thirtieth.
- (c) The cafeteria manager shall work one hundred eighty-five days between September first and June thirtieth.
- (d) The assistant cafeteria manager shall work one hundred eighty-two days between September first and June thirtieth.
- (e) Notwithstanding the provisions of subdivisions (c) and (d) of this section, the cafeteria manager and the assistant cafeteria manager may be required, as determined by the District, to work additional days to complete reports, etc., but they shall receive their regular hourly rate for additional hours worked.
- (f) Notwithstanding the provisions of subdivision (b) of this section, the District may require bus drivers to be on duty on days when students are not in attendance. If the District requires bus drivers to be on duty on such days, their workday shall be the same length as their bus route time, provided, however, that said workday shall be a minimum of three hours.

(g) Notwithstanding the provisions of subdivision (b) of this section, the bus driver assigned to the Amish run shall work one hundred and sixty days. After the end of the 160-day Amish run, the bus driver assigned to said run will be used as a substitute bus driver or may perform other work as assigned by the District. Said bus driver will be paid the substitute pay rate for substitute bus driving or other work performed after the conclusion of the 160-day Amish run and the end of the school year. All applicable terms and conditions of employment of this agreement shall apply to the bus driver assigned to the Amish run except the provisions of subdivision (b) of this section.

§22.2 Scheduling of time and hours.

(a) The District and twelve-month employees will meet in June of each year to schedule summer work to allow employees who wish to work a four-day, ten-hour workweek to do so during July and August. The schedule and any changes to it must be approved by the District. Any scheduling during the summer will result in at least one twelve-month employee being scheduled to work each day.

(b) When employees are eligible to work extra hours, all employees will be given an opportunity to work said hours. Each department will maintain a rotational roster for the assignment to extra hours.

§22.3 Emergency closing days. If school is closed because of snow or an emergency, no ten-month employee shall be required to report to work unless an emergency requires his presence. If a twelve-month employee cannot get to work because of road conditions and the District is unable to provide transportation, he shall not lose pay.

§22.4 Extra-trip bid list. A bid list for all extra trips shall be established at the beginning of each school year. Bus drivers' names will be listed on the extra-trip bid list in order of seniority, as said seniority is defined in section 23.1 of article 23 of this agreement. Once established, the extra-trip bid list shall operate annually as follows:

(a) Drivers may bid on extra trips in order of seniority as their names appear on the list and must do so by 9:00 a.m. each Monday of each week after their regular run. If drivers are not present to bid, then assignments will be made by the dispatcher according to seniority.

(b) If a driver refuses a trip, his name will be placed at the bottom of the trip list until the next rotation.

(c) If a driver is absent when he is assigned to drive an extra trip, he will be assigned the next available trip.

(d) If a driver's extra trip is canceled, he will be assigned the next available trip.

(e) A newly-hired bus driver shall have his name placed at the bottom of the extra-trip list as of his effective date of hire.

(f) If a bus driver drives only a morning run or only an afternoon run, his name shall be placed on the extra-trip list every other rotation.

(g) A rotational roster of eligible drivers will be maintained to provide substitute drivers for the BOCES run. The term *eligible driver* means a regular driver who can substitute on the BOCES run without causing a conflict in his normal routes. If all eligible drivers refuse a trip, a substitute driver may be used.

(h) It is not the intent of the District to deprive bus drivers from obtaining extra-trip runs by using the nine-passenger suburban vehicle. Drivers who do not possess a CDL license will not be encouraged to drive the suburban, but will not, however, be restricted from driving on a limited basis.

(i) Drivers will receive a minimum of three (3) hours for an extra trip.

§22.5 Bus routes.

(a) A driver who wishes to change his route assignment must notify the District in writing of the desired change in route.

(b) If a bus route becomes vacant during the school year, it will be posted for seven days. An employee who wishes to be considered for a vacant route must apply in writing during the posting period. If more than one employee applies, the route will be awarded to the most senior employee.

(c) If a bus route is terminated, bus drivers will be reassigned on a seniority basis.

§22.6 Substitute work.

(a) An employee who is on a Board-approved substitute list for casual employment in another job title will be offered the right of first refusal for per diem substitute work.

(b) An employee may not leave his regular job assignment or decline to report to this regular job assignment to take a substitute position.

(c) An employee will not be entitled to substitute work if said work makes him eligible for overtime pay.

(d) Nothing contained in this section shall be construed to entitle an employee to out-of-title pay for work performed as a substitute in any job title whatsoever.

§22.7 Job openings. All employees should be considered for any job opening in any department in accordance with their years of service. If an employee is appointed to a new position, he will not lose more than one step when placed on the salary schedule for the new position.

ARTICLE 23 – SENIORITY

Sec.	Sec.
23.1 Seniority defined	23.3 Recall rights
23.2 Layoff; reduction in hours	23.4 Vacancies

§23.1 Seniority defined. For the purposes of this article, *seniority* means the length of continuous service with the District or its pre-merger districts.

§23.2 Layoff; reduction in hours. If the District reduces the work force, the following conditions shall apply:

(a) The Board will act, within a specific civil service job classification, to eliminate a position or to reduce hours worked.

(b) Layoffs or reduction in hours worked, both within a specific civil service job classification, shall be determined on the basis of seniority, with the least senior employee being the first affected.

§23.3 Recall rights.

(a) An employee who is laid off shall be placed on a preferred list for recall rights for a period of four years. Employees on a preferred list shall be offered, in reverse order of layoff, vacant positions within their civil service job classification, as such vacancies occur.

(b) If the District restores hours formerly reduced, said hours shall be restored, on the basis of seniority, to those employees whose hours were reduced.

§23.4 Vacancies.

(a) When the District creates a new unit position or a unit position becomes permanently vacant, the District will notify the Association president of the job title, hours of work, length of work year, salary, and qualifications for the position at least seven business days before interviews are scheduled to be held.

(b) The District will consider an employee's service in the District in filling the position.

ARTICLE 24 – DISCIPLINE AND DISCHARGE

Sec.	Sec.
24.1 Permanent competitive class employees	24.4 Just cause
24.2 Noncompetitive and labor class employees	24.5 Imposition of discipline
24.3 Election of remedies	

§24.1 Permanent competitive class employees. Competitive class employees shall be entitled to the protections of this article after they have received a permanent appointment.

§24.2 Noncompetitive and labor class employees. Noncompetitive and labor class employees shall be entitled to the protections of this article after they have completed three years of service with the District.

§24.3 Election of remedies.

(a) If the District intends to discipline or dismiss an employee entitled to the protections of this article, it shall so notify the employee and the President of the Association. The notice shall advise the employee that he may elect a disciplinary proceeding under the provisions of section seventy-five of the Civil Service Law or, alternatively, he may elect to waive the protections and rights afforded him under said section and agree to an alternative discipline and dismissal procedure of just cause as hereinafter provided. The employee shall notify the District in writing within five workdays of receipt of notice of intent to discipline or dismiss whether he elects a proceeding under the provisions of section seventy-five of the Civil Service Law or a proceeding under the just cause provisions of this article.

(b) If an employee elects a proceeding under the provisions of section seventy-five of the Civil Service Law, it shall constitute an election of remedy and said election shall bar any action permitted by the provisions of this article or any other article of this agreement and, further, said election shall prohibit the employee from seeking recourse by reasons of any provision of this article or any other article of this agreement.

(c) If an employee elects a proceeding of just cause, it shall constitute an election of remedy and said election shall be the sole and exclusive procedure available to the employee.

§24.4 Just cause. No employee who has elected the protections of this article shall be disciplined or dismissed without just cause.

§24.5 Imposition of discipline. The District may impose discipline, including dismissal, without a hearing. The District shall file a notice of discipline or dismissal and the reason or reasons therefor simultaneously with the affected employee and the President of the Association. If the Association disputes the discipline or dismissal, it may file a grievance with the Superintendent within ten workdays of receipt of the notice of discipline or dismissal. The Superintendent must hold a hearing and render a written decision within ten workdays after the receipt of a grievance. The decision of the Superintendent shall be without opinion and shall state only whether the discipline or dismissal is upheld, modified or annulled. If the Association does not accept the Superintendent's decision, it may invoke arbitration as provided in subdivision (a) of section 25.8 of article 25 of this agreement.

ARTICLE 25 – GRIEVANCE PROCEDURE

Sec.		Sec.	
25.1	Purpose	25.5	Stage one
25.2	Definitions	25.6	Stage two
25.3	General provisions	25.7	Stage three
25.4	Time limits	25.8	Arbitration

§25.1 Purpose. The purpose of this procedure is to resolve grievances informally or at the earliest possible stage of the procedure.

§25.2 Definitions.

- (a) The term *grievance* means an alleged violation of this agreement.
- (b) The term *grievant* means the Association of any employee or group of employees filing a grievance.
- (c) The term *day* means calendar day.

§25.3 General provisions.

- (a) An informal settlement at any stage of this procedure shall bind the immediate parties to the settlement, but said settlement shall not serve as a precedent or be controlling in future grievance proceedings.
- (b) Except at the informal step of stage one, all grievances shall identify the grievant, the provision of this agreement alleged to have been violated, the time and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person responsible for causing said events or conditions, and a general statement of the grievance and the redress sought.
- (c) Except for informal decisions at stage one, all decisions shall be in writing at each stage of the grievance procedure. Each decision shall be promptly transmitted to the grievant and the Association.
- (d) If a grievance affects a group of employees or appears to the Association to be associated with a system-wide grievance, it may be submitted by the Association at stage two as set forth in section 25.6 of this article.
- (e) Forms for filing grievances will be jointly developed and agreed to by the Superintendent and Association.
- (f) A grievant may choose whomever he wishes to represent him at stages one, two and three of this procedure, except that such representative may not be a representative of a competing employee organization.

§25.4 Time limits.

(a) The time limits specified for either party may be extended only by written mutual agreement.

(b) No written grievance will be entertained as described below, and such grievance will be deemed waived, unless it is forwarded at the first available stage within thirty days after the employee know or should have known of the act or conditions on which the grievance is based.

(c) Failure at any stage of the grievance procedure to communicate a decision within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

§25.5 Stage one.

(a) An employee having a grievance will discuss it with his supervisor, either directly or through a representative, with the objective of resolving the matter informally.

(b) If a grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within ten days after the written grievance is presented to him, the supervisor shall render a written decision thereon.

§25.6 Stage two.

(a) If the grievant is not satisfied with the decision at stage one, a written appeal may be filed with the Superintendent within ten days after receipt of the decision.

(b) Within ten days after receipt of an appeal, the Superintendent shall, upon request, hold a hearing with the grievant.

(c) The Superintendent shall render a written decision within ten days after the conclusion of a hearing, if a hearing has been held, or within ten days after receipt of an appeal if no hearing has been held.

§25.7 Stage three.

(a) If the grievant is not satisfied with the decision at stage two, a written appeal may be filed with the Board within ten days after receipt of a stage-two decision.

(b) The Board shall hold a hearing on the grievance at the next regularly scheduled meeting after the receipt of the appeal.

(c) Within ten days after the conclusion of a hearing, the Board shall render a written decision on the grievance.

§25.8 Arbitration.

(a) If the Association is not satisfied with the decision at stage three, it may submit the grievance to arbitration by written notice to the Superintendent, together with a demand for arbitration to the American Arbitration Association, within fifteen days after receipt of the decision. The parties shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

(b) The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

(c) The arbitrator shall have no power or authority to make a decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement, nor shall he have the power to alter, add to or detract from the provisions of this agreement.

(d) The decision of the arbitrator shall be final and binding.

(e) The costs for the services of the arbitrator will be borne equally by the District and the Association.

ARTICLE 26 – RIGHT TO REPRESENTATION

Sec.

26.1 Representation ensured; procedure

§26.1 Representation ensured; procedure. When a supervisor intends to summon an employee for a conference involving discipline or reprimand, he will first discuss the matter informally with the employee on a one-to-one basis. If as a result of this meeting, the supervisor intends to take any disciplinary action, a second meeting shall be scheduled. At the second meeting, the employee shall, if he desires, have the right to be represented by a person from within the Association.

ARTICLE 27 – ASSOCIATION PRIVILEGES

Sec.

27.1 Use of building facilities

27.2 Use of mail facilities

Sec.

27.3 Association leave days

27.4 Copies of agreement

§27.1 Use of building facilities. The Association shall be allowed the use of any room or building without cost upon application for such use in accordance with the policies of the District.

§27.2 Use of mail facilities. The Association shall have the right to use interschool mail for Association business.

§27.3 Association leave days. The Association shall be granted two days' leave per year to conduct Association business. The Association shall request the use of said days at least forty-eight hours in advance.

§27.4 Copies of agreement. Copies of this agreement will be printed at District expense and a copy shall be given to each employee and newly hired employee.

ARTICLE 28 – GENERAL PROVISIONS

Sec.

28.1 Supersession

28.2 Inclusiveness of agreement

Sec.

28.3 Supremacy of agreement

§28.1 Supersession. This agreement shall supersede any rules, regulations or practices of the District that are contrary to or inconsistent with its terms.

§28.2 Inclusiveness of agreement. This agreement constitutes the full and complete agreement between the parties and may be altered, changed, added to, deleted from or modified only by the voluntary, mutual consent of the parties in a written amendment to this agreement.

§28.3 Supremacy of agreement. Any individual arrangement, agreement or contract heretofore or hereafter executed with any individual member of the negotiating unit represented by the Association shall be subject to and consistent with the terms and conditions of this agreement, and subsequent agreements hereinafter executed by the parties. During its term, this agreement shall be controlling.

ARTICLE 29 – LEGISLATIVE APPROVAL

Sec.

29.1 Section 204-a of the Public Employees' Fair Employment Act

§29.1 Section 204-a of the Public Employees' Fair Employment Act.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 30 – DURATION

Sec.

30.1 Negotiations for successor agreement

Sec.

30.2 Term of agreement

§30.1 Negotiations for successor agreement. Either party to this agreement may open negotiations for a successor thereto by serving written notice upon the other party not more than one hundred twenty nor less than eighty days before the expiration date of this agreement.

§30.2 Term of agreement. Except as otherwise hereinbefore expressly provided, this agreement shall become effective July 1, 2003 and shall remain in full force and effect until June 30, 2006.

Signed this 30th day of June 2003.

John A. Di Tardo
Superintendent of Schools
Jasper-Troupsburg Central School District

Donna L. Sampkins
President
Jasper-Troupsburg Educational
Support Personnel Association

MEMORANDA OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

It is agreed by and between the Jasper-Troupsburg Central School District (District) and the Jasper-Troupsburg Educational Support Personnel Association that:

1. Employees shall be placed on the appropriate 1987-1988 salary schedule in accordance with their agreed-upon years of credited service, and any wage adjustments resulting from said placement will be made retroactive to July 1, 1987 or to an employee's date of hire if he was employed after July 1, 1987.
2. If an employee's 1987-1988 salary as of July 1, 1987 or his date of hire if he was employed after July 1, 1987 is greater than the salary set forth on the operative salary schedules at the step at which he is placed, he shall continue to be paid that salary until it is equal to the salary set forth on the operative salary schedule which may result from negotiations for any successor agreement to the 1987-1988 agreement.
3. If an employee's 1987-1988 salary is greater than the highest salary set forth on the operative salary schedule, he shall continue to be paid that salary. Increases in salaries for this class of employees shall be subject to negotiations for any successor agreement to the 1987-1988 agreement.
4. Nothing contained in articles four or eighteen of the agreement shall be construed to require the District to make any retroactive adjustments in salaries as a result of an increase or decrease in the number of hours that an employee may have worked during the 1987-1988 fiscal year.
5. An employee's years of credited service for salary step placement purposes shall be fixed as of June 30, 1988. The Association shall not initiate, support, prosecute or defend any grievance or any suit in law arising out of the fixed years of credited service.

Signed this _____ day of November, 1988.

Superintendent of Schools
Jasper-Troupsburg Central School District

President
Jasper-Troupsburg Educational
Support Personnel Association

MEMORANDUM OF UNDERSTANDING

It is agreed by and between the Jasper-Troupsburg Central School District (District) and the Jasper-Troupsburg Educational Support Personnel Association that, notwithstanding the provisions of section 17.1 of article seventeen of this agreement, Gus Aldrich and Beverly Lewis shall continue to be eligible for an annual allocation of twenty-two vacation days until their employment with the District is terminated.

It is further agreed that, notwithstanding the provisions of section 17.1 of article seventeen of this agreement, Lloyd Drake will be granted thirteen vacation days during his fourth and fifth years of employment; thereafter, he shall be entitled to vacation days in accordance with the provisions of article seventeen of this agreement or any successor agreement thereto.

Signed this _____ day of November, 1988.

Superintendent of Schools
Jasper-Troupsburg Central School District

President
Jasper-Troupsburg Educational
Support Personnel Association

APPENDIX A
SALARY SCHEDULES

ASSISTANT CAFETERIA MANAGER

2003-04

STEP	SERVICE	HOURLY
1	1	\$ 9.28
2	2	\$ 9.46
3	3	\$ 9.65
4	4	\$ 9.84
5	5	\$ 10.04
6	6,7	\$ 10.22
7	8	\$ 10.41
8	9	\$ 10.58
9	10	\$ 10.95

2004-05

STEP	SERVICE	HOURLY
1	1	\$ 9.43
2	2	\$ 9.65
3	3	\$ 9.84
4	4	\$ 10.03
5	5	\$ 10.23
6	6	\$ 10.44
7	7,8	\$ 10.63
8	9	\$ 10.83
9	10	\$ 11.38

2005-06

STEP	SERVICE	HOURLY
1	1	\$ 9.58
2	2	\$ 9.81
3	3	\$ 10.04
4	4	\$ 10.24
5	5	\$ 10.43
6	6	\$ 10.64
7	7	\$ 10.86
8	8,9	\$ 11.06
9	10	\$ 11.87

BUS DRIVER

2003-04

STEP	SERVICE	HOURLY
1	1	\$ 10.12
2	2	\$ 10.30
3	3	\$ 10.65
4	4	\$ 11.38
5	5	\$ 12.07
6	6,7	\$ 12.79
7	8	\$ 13.50
8	9	\$ 14.24
9	10	\$ 15.66

2004-05

STEP	SERVICE	HOURLY
1	1	\$ 10.28
2	2	\$ 10.53
3	3	\$ 10.71
4	4	\$ 11.38
5	5	\$ 12.07
6	6	\$ 12.79
7	7,8	\$ 13.50
8	9	\$ 14.74
9	10	\$ 16.29

2005-06

STEP	SERVICE	HOURLY
1	1	\$ 10.45
2	2	\$ 10.69
3	3	\$ 10.95
4	4	\$ 11.38
5	5	\$ 12.07
6	6	\$ 12.79
7	7	\$ 13.50
8	8,9	\$ 14.84
9	10	\$ 16.99

BUS MECHANIC

2003-04

STEP	SERVICE	HOURLY
1	1	\$ 10.63
2	2	\$ 10.86
3	3	\$ 11.10
4	4	\$ 11.33
5	5	\$ 11.55
6	6,7	\$ 11.77
7	8	\$ 11.99
8	9	\$ 12.24
9	10	\$ 12.65

2004-05

STEP	SERVICE	HOURLY
1	1	\$ 10.80
2	2	\$ 11.05
3	3	\$ 11.29
4	4	\$ 11.54
5	5	\$ 11.79
6	6	\$ 12.02
7	7,8	\$ 12.24
8	9	\$ 12.60
9	10	\$ 13.15

2005-06

Step	Service	Hourly
1	1	\$ 10.97
2	2	\$ 11.23
3	3	\$ 11.49
4	4	\$ 11.74
5	5	\$ 12.01
6	6	\$ 12.26
7	7	\$ 12.50
8	8,9	\$ 12.90
9	10	\$ 13.72

CAFETERIA MANAGER

2003-04

STEP	SERVICE	HOURLY
1	1	\$ 9.57
2	2	\$ 9.86
3	3	\$ 10.41
4	4	\$ 11.02
5	5	\$ 11.60
6	6,7	\$ 12.21
7	8	\$ 12.78
8	9	\$ 13.36
9	10	\$ 14.23

2004-05

STEP	SERVICE	HOURLY
1	1	\$ 9.73
2	2	\$ 9.96
3	3	\$ 10.41
4	4	\$ 11.02
5	5	\$ 11.60
6	6	\$ 12.21
7	7,8	\$ 12.78
8	9	\$ 13.66
9	10	\$ 14.80

2005-06

STEP	SERVICE	HOURLY
1	1	\$ 9.88
2	2	\$ 10.12
3	3	\$ 10.41
4	4	\$ 11.02
5	5	\$ 11.60
6	6	\$ 12.21
7	7	\$ 12.78
8	8,9	\$ 13.36
9	10	\$ 15.43

CASHIER

2003-04

STEP	SERVICE	HOURLY
1	1	\$ 6.57
2	2	\$ 6.79
3	3	\$ 7.16
4	4	\$ 7.53
5	5	\$ 7.92
6	6,7	\$ 8.29
7	8	\$ 8.66
8	9	\$ 9.03
9	10	\$ 9.71

2004-05

STEP	SERVICE	HOURLY
1	1	\$ 6.67
2	2	\$ 6.83
3	3	\$ 7.16
4	4	\$ 7.53
5	5	\$ 7.92
6	6	\$ 8.29
7	7,8	\$ 8.66
8	9	\$ 9.23
9	10	\$ 10.10

2005-06

STEP	SERVICE	HOURLY
1	1	\$ 6.78
2	2	\$ 6.94
3	3	\$ 7.16
4	4	\$ 7.53
5	5	\$ 7.92
6	6	\$ 8.29
7	7	\$ 8.66
8	8,9	\$ 9.03
9	10	\$ 10.53

CLEANER AND CLEANER-MONITOR

2003-04

STEP	SERVICE	HOURLY
1	1	\$ 7.42
2	2	\$ 7.63
3	3	\$ 7.83
4	4	\$ 8.03
5	5	\$ 8.43
6	6,7	\$ 8.83
7	8	\$ 9.28
8	9	\$ 9.75
9	10	\$ 10.51

2004-05

STEP	SERVICE	HOURLY
1	1	\$ 7.54
2	2	\$ 7.72
3	3	\$ 7.93
4	4	\$ 8.14
5	5	\$ 8.43
6	6	\$ 8.83
7	7,8	\$ 9.28
8	9	\$ 9.99
9	10	\$ 10.93

2005-06

STEP	SERVICE	HOURLY
1	1	\$ 7.66
2	2	\$ 7.84
3	3	\$ 8.03
4	4	\$ 8.25
5	5	\$ 8.43
6	6	\$ 8.83
7	7	\$ 9.28
8	8,9	\$ 9.75
9	10	\$ 11.40

CUSTODIAN

2003-04

STEP	SERVICE	HOURLY
1	1	\$ 9.37
2	2	\$ 9.57
3	3	\$ 10.15
4	4	\$ 10.71
5	5	\$ 11.29
6	6,7	\$ 11.87
7	8	\$ 12.41
8	9	\$ 12.98
9	10	\$ 14.22

2004-05

STEP	SERVICE	HOURLY
1	1	\$ 9.52
2	2	\$ 9.75
3	3	\$ 10.15
4	4	\$ 10.71
5	5	\$ 11.29
6	6	\$ 11.87
7	7,8	\$ 12.41
8	9	\$ 13.49
9	10	\$ 14.79

2005-06

STEP	SERVICE	HOURLY
1	1	\$ 9.68
2	2	\$ 9.90
3	3	\$ 10.15
4	4	\$ 10.71
5	5	\$ 11.29
6	6	\$ 11.87
7	7	\$ 12.41
8	8,9	\$ 12.98
9	10	\$ 15.42

FOOD SERVICE HELPER AND STUDY HALL MONITOR / 2003-04

2003-04

STEP	SERVICE	HOURLY
1	1	\$ 6.35
2	2	\$ 6.51
3	3	\$ 6.81
4	4	\$ 7.10
5	5	\$ 7.42
6	6,7	\$ 8.04
7	8	\$ 8.54
8	9	\$ 8.94
9	10	\$ 9.96

2004-05

Step	Service	Hourly
1	1	\$ 6.45
2	2	\$ 6.61
3	3	\$ 6.81
4	4	\$ 7.10
5	5	\$ 7.42
6	6	\$ 8.04
7	7,8	\$ 8.54
8	9	\$ 9.24
9	10	\$ 10.36

2005-06

STEP	SERVICE	HOURLY
1	1	\$ 6.56
2	2	\$ 6.71
3	3	\$ 6.81
4	4	\$ 7.10
5	5	\$ 7.42
6	6	\$ 8.04
7	7	\$ 8.54
8	8,9	\$ 8.94
9	10	\$ 10.81

LABORER

2003-04

STEP	SERVICE	HOURLY
1	1	\$ 6.08
2	2	\$ 6.26
3	3	\$ 6.45
4	4	\$ 6.64
5	5	\$ 6.84
6	6,7	\$ 7.05
7	8	\$ 7.25
8	9	\$ 7.47
9	10	\$ 7.80

2004-05

STEP	SERVICE	HOURLY
1	1	\$ 6.18
2	2	\$ 6.32
3	3	\$ 6.51
4	4	\$ 6.71
5	5	\$ 6.90
6	6	\$ 7.11
7	7,8	\$ 7.33
8	9	\$ 7.70
9	10	\$ 8.11

2005-06

STEP	SERVICE	HOURLY
1	1	\$ 6.28
2	2	\$ 6.42
3	3	\$ 6.58
4	4	\$ 6.77
5	5	\$ 6.98
6	6	\$ 7.18
7	7	\$ 7.40
8	8,9	\$ 7.63
9	10	\$ 8.46

MAINTENANCE MECHANIC

2003-04

STEP	SERVICE	HOURLY
1	1	\$ 10.63
2	2	\$ 10.86
3	3	\$ 11.10
4	4	\$ 11.33
5	5	\$ 11.55
6	6,7	\$ 11.77
7	8	\$ 11.99
8	9	\$ 12.24
9	10	\$ 12.65

2004-05

STEP	SERVICE	HOURLY
1	1	\$ 10.80
2	2	\$ 11.05
3	3	\$ 11.29
4	4	\$ 11.54
5	5	\$ 11.79
6	6	\$ 12.02
7	7,8	\$ 12.24
8	9	\$ 12.47
9	10	\$ 13.15

2005-06

STEP	SERVICE	HOURLY
1	1	\$ 10.97
2	2	\$ 11.23
3	3	\$ 11.49
4	4	\$ 11.74
5	5	\$ 12.01
6	6	\$ 12.26
7	7	\$ 12.50
8	8,9	\$ 12.73
9	10	\$ 13.72

TEACHER AIDE

2003-04

STEP	SERVICE	HOURLY
1	1	\$ 7.21
2	2	\$ 7.44
3	3	\$ 7.90
4	4	\$ 8.34
5	5	\$ 8.79
6	6,7	\$ 9.26
7	8	\$ 9.71
8	9	\$ 10.17
9	10	\$ 11.13

2004-05

STEP	SERVICE	HOURLY
1	1	\$ 7.33
2	2	\$ 7.50
3	3	\$ 7.90
4	4	\$ 8.34
5	5	\$ 8.79
6	6	\$ 9.26
7	7,8	\$ 9.71
8	9	\$ 10.57
9	10	\$ 11.58

2005-06

STEP	SERVICE	HOURLY
1	1	\$ 7.44
2	2	\$ 7.62
3	3	\$ 7.90
4	4	\$ 8.34
5	5	\$ 8.79
6	6	\$ 9.26
7	7	\$ 9.71
8	8,9	\$ 10.17
9	10	\$ 12.07